

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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SHUKRULLO DZHUNAYDOV,

Plaintiff,  
-against-

EMERSON ELECTRIC CO., HOME DEPOT  
U.S.A., INC. ONE WORLD TECHNOLOGIES,  
INC., TECHTRONIC INDUSTRIES NORTH  
AMERICA INC. AND TECHTRONIC  
INDUSTRIES COMPANY LIMITED,

Defendants.

**ORDER**

No. 12-CV-2188 (FB) (RER)

*Appearances:*

*For the Plaintiff:*

GARY TODD CERTAIN, ESQ.  
MICHAEL ZILBERG, ESQ.  
Certain & Zilberg, PLLC  
909 Third Avenue, 28th Floor  
New York, NY 10022

*For the Defendants:*

ROSARIO M. VIGNALI  
Wilson, Elser, Moskowitz, Edleman &  
Dicket, LLP  
3 Gannett Drive  
West Harrison, NY 10604

**BLOCK, Senior District Judge:**

Defendant's motion for summary judgment is denied as premature. *See* FED. R. CIV. P. Rule 56(d). In particular, the licensing agreement may offer additional evidence to refute the claim by defendant Emerson Electric Co. that it was the mere trademark licensor and had no involvement in the design, manufacture, sale or distribution of the subject saw. *See Automobile Inc. Co. of Hartford Connecticut v. Murray, Inc.*, 571 F. Supp.2d 408, 429 (W.D.N.Y. 2008) (extending liability to trademark licensors who are not within the formal chain of manufacture, sale or distribution, when the licensor is "capable of exercising control over [the] quality [of the product]").

The stay on discovery is lifted. Defendant Emerson Electric Co. shall produce within thirty (30) days a copy of the licensing agreement to plaintiff, together with any further discovery as directed by Magistrate Judge Reyes.

**SO ORDERED.**

/S/ Frederic Block  
FREDERIC BLOCK  
Senior United States District Judge

Brooklyn, New York  
December 23, 2013